

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

**INSTRUCTIONS:** File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

**1 EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>Inland Counties Regional Center, Inc.</b>		b. Tel No <b>909-890-3000</b>
d. Address (street, city, state ZIP code) <b>1365 S. Waterman Ave. San Bernardino, CA 92408-2804</b>	e. Employer Representative <b>(b) (6), (b) (7)(C)</b>	c. Cell No.
		f. Fax No.
		g. e-Mail
i. Type of Establishment (factory, nursing home, hotel) <b>Social Services</b>	j. Principal Product or Service <b>Developmental Disability Services</b>	h. Dispute Location (City and State) <b>San Bernardino</b>
		k. Number of workers at dispute location <b>50</b>

1 The above-named employer has engaged in and is engaging unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2 Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On or about **(b) (6), (b) (7)(C)** 2012, the above-named Employer issued a written discipline to **(b) (6), (b) (7)(C)** **(b) (6), (b) (7)(C)** because **(b) (6), (b) (7)(C)** engaged in Union and/or other protected concerted activity in violation of Section 8(a)(1) and (3) of the Act, as amended. **(b) (6), (b) (7)(C)** is employed at the Employer's San Bernardino, California location. By the above acts, the above-named Employer has interfered, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3 Full name of party filing charge (if labor organization, give full name, including local name and number)

**Edwin J. Wilson, Jr., Esquire**

4a Address (street and number, city, state, and ZIP code)  
**1212 Broadway, 16<sup>th</sup> Floor  
Oakland, CA 94612**

4b Tel No **510-836-4500**

4c Cell No **510-501-1115**

4d Fax No **510-649-5170**

4e e-Mail

5 Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel No

**510-836-4500**

By: 

**Edwin J. Wilson, Jr., Attorney**

Office, if any, Cell No

**510-501-1115**

(signature of representative or person making charge)

Print Name and Title

Fax No

**510-649-5170**

Address.

Date: **11/15/2012**

e-Mail

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

## FIRST AMENDED CHARGE AGAINST EMPLOYER

## INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE

Case

Date Filed

31-CA-093386

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a Name of Employer INLAND COUNTIES REGIONAL CENTER, INC.		b Tel No. (909) 890-3000
d Address (street, city, state ZIP code) 1365 S WATERMAN AVE, SAN BERNARDINO, CA 92408-2804		c Cell No.
e Employer Representative (b) (6), (b) (7)(C)		f Fax No
		g e-Mail
		h. Dispute Location (City and State) SAN BERNARDINO, CA
i Type of Establishment (factory, nursing home, hotel) Social Services	j. Principal Product or Service Developmental Disability Services	k. Number of workers at dispute location 50

1. The above-named employer has engaged in and is engaging unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and those unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On or about (b) (6), (b) (7)(C) 2012, the above-named Employer issued a written discipline to (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in Union and/or other protected concerted activity in violation of Section 8(a)(1) and (3) of the Act, as amended. (b) (6), (b) (7)(C) is employed at the Employer's San Bernardino, California location. By the above acts, the above-named Employer has interfered, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

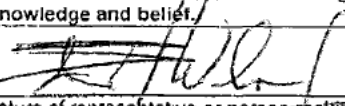
Further, about (b) (6), (b) (7)(C) 2012, the Employer further engaged in the following 8(a)(1) misconduct:

1. The Employer, through (b) (6), (b) (7)(C) questioned an employee about Union efforts.
2. The Employer, through (b) (6), (b) (7)(C) told an employee that (b) (6), (b) (7)(C) was aware of that employee's union activities.
3. The Employer, through (b) (6), (b) (7)(C) requested that an employee assist (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) efforts to remove top management from their employment and that the employee seek the assistance of other employees with this.

3 Full name of party filing charge (if labor organization, give full name, including local name and number)  
EDWIN J. WILSON JR. ESQUIRE

4a. Address (street and number, city, state, and ZIP code) 1212 BROADWAY, FL 16 OAKLAND, CA 94612-1805	4b Tel No (510) 836-4500
	4c Cell No (510) 501-1115
	4d Fax No (510) 649-5170
	4e e-Mail

5 Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel No (510) 836-4500
By: 	Edwin J. Wilson Jr., Attorney	Office, if any, Cell No. (510) 501-1115
(signature of representative or person making charge)	Print Name and Title	Fax No (510) 649-5170
Address: 1212 BROADWAY, FL 16, OAKLAND, CA 94612-1805	Date 1/3/2013	e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for this information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(CW)

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**Inland Counties Regional Center, Inc.**

**Case 31-CA-093386**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICES** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facilities located at 1365 S. Waterman Avenue, San Bernardino, California, 92408 and 1401 Iowa Avenue, Riverside, California 92507. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**INTRANET POSTING** - The Charged Party will also post a copy of the Notice in English, and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

**E-MAILING NOTICES** - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facility located at 1365 S. Waterman Avenue, San Bernardino, California, 92408 and 1401 Iowa Avenue, Riverside, California 92507. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 31 of the National Labor Relations Board in Case 31-CA-093386." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Acting Compliance Officer at Danielle.Pierce@nlrb.gov.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**NON-ADMISSION CLAUSE** - By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the following allegations in the above-captioned case(s), and does not settle any other case(s) or matters.

- On or about (b) (6), (b) (7)(C) 2012, the Employer, through (b) (6), (b) (7)(C) interrogated an employee about Union efforts in violation of Section 8(a)(1) of the Act.
- On or about (b) (6), (b) (7)(C) 2012, the Employer, through (b) (6), (b) (7) , created the impression that its employees' union activities were under surveillance in violation of Section 8(a)(1) of the Act.

(b) (6), (b) (7)(C)



- On or about (b) (6), (b) (7)(C) 2012, the Employer issued written discipline to (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in protected concerted activity in violation of Section 8(a)(1) of the Act.

It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.


Yes \_\_\_\_\_ No \_\_\_\_\_  
                    Initials                      Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

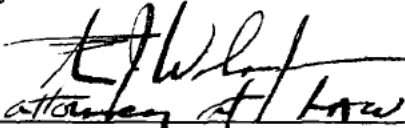


The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

(b) (6), (b) (7)(C)

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party INLAND COUNTIES REGIONAL		Charging Party EDWIN J. WILSON JR.	
(b) (6), (b) (7)(C)	Date 3/21/13	By: Name and Title /s/ Edwin J. Wilson, Jr. Attorney at Law	Date 03/26/2013
Recommended By:  Yaneth Palencia, Field Attorney	Date 03/29/13	Approved By: /s/ Brian D. Gee, Acting <del>Mark Pam Rubin</del> , Regional Director, Region 31	Date 03-29-13

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>INLAND COUNTIES REGIONAL CENTER, INC.</b>		<b>Charging Party</b> <b>EDWIN J. WILSON JR.</b>	
By: Name and Title	Date	By: Name and Title	Date
(b) (6), (b) (7)(C)	3/21/13	 attorney at law	3/26/2013
Recommended By:	Date	Approved By:	Date
 Yaneth Palencia, Field Attorney	03-29-13	 <del>Mori Pam Rubin,</del> Regional Director, Region 31	3-29-13

Acting

*lm*

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** make it appear to you that we are watching out for your activities on behalf of Service Employees International Union, Local 721 (the "Union").

**WE WILL NOT** ask you about employee support for the Union.

**WE WILL NOT** discipline employees because they exercise their right to bring issues and complaints to us on behalf of themselves and other employees.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL** remove from our files all references to the discipline of (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that the discharge will not be used against (b) (6), (b) (7)(C) in any way.

**INLAND COUNTIES REGIONAL CENTER,  
INC.**

\_\_\_\_\_  
(Employer)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially*

(b) (6), (b) (7)(C)

*to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

**Telephone:**

**Hours of Operation:**







UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 31  
11150 W OLYMPIC BLVD  
STE 700  
LOS ANGELES, CA 90064-1825

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (310)235-7351  
Fax: (310)235-7420

February 28, 2013

IVAN D. SMITH, ESQ.  
LEWIS BRISBOIS BISGAARD & SMITH LLP  
77 WATER ST., 21ST FL  
NEW YORK, NY 10005-4401

Re: Inland Counties Regional Center, Inc.  
Case 31-CA-093386

Dear Mr. Smith:

This is to advise that I have approved the withdrawal of the following portions of the first amended charge that allege that the Employer violated the following Sections of the Act.

- On or about (b) (6), (b) (7)(C) 2012, the Employer issued a written discipline to (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in Union activity in violation of Section 8(a)(3); and
- About (b) (6), (b) (7)(C) 2012, the Employer, through (b) (6), (b) (7)(C) requested that an employee assist (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) efforts to remove top management from their employment and that the employee seek the assistance of other employees with this.

This action does not in any way affects the remaining allegations that the Employer violated Section 8(a)(1) of the Act by the following conduct:

- On or about (b) (6), (b) (7)(C) 2012, the Employer issued a written discipline to (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in protected concerted activity;
- About (b) (6), (b) (7)(C) 2012, the Employer, through (b) (6), (b) (7)(C) questioned an employee about Union efforts; and
- The Employer, through (b) (6), (b) (7)(C) told an employee that (b) (6), (b) (7)(C) was aware of that employee's union activities.

These allegations remain subject to further processing.

Very truly yours,

  
Brian D. Gee  
Acting Regional Director

cc:

**(b) (6), (b) (7)(C)**

INLAND COUNTIES REGIONAL CENTER, INC.  
1365 S WATERMAN AVE  
SAN BERNARDINO, CA 92408-2804

EDWIN J. WILSON JR., ATTORNEY AT LAW  
1212 BROADWAY, FL 16  
OAKLAND, CA 94612-1805

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721  
1545 WILSHIRE BLVD  
LOS ANGELES, CA 90017-4501